

DEED 69A- PG 457
RECORDED

11

88 DEC 11 AM 9:58
STATE OF SOUTH CAROLINA) RESTRICTIVE COVENANTS, CONDITIONS
) AND EASEMENTS
COUNTY OF SPARTANBURG, S.C.)
) Bridle Ridge

WHEREAS, Gary R. Blackwell and Stanley M. Pack (hereinafter "Developer"), are the owners of a tract of land in Spartanburg County, State of South Carolina, which is more particularly shown and described as consisting of eight (8) lots on a plat of Bridle Ridge, Section 1, prepared by James V. Gregory, RLS, dated September 4, 1998, and recorded in Plat Book 143, page 282, and on plat of Bridle Ridge, Section 2, prepared by James V. Gregory, RLS, dated September 25, 1998, and recorded in Plat Book 143, page 283, RMC Office of Spartanburg County, and

WHEREAS, Developer, prior to the sale of any of the lots, proposes to create and put into effect, for the protection of themselves and subsequent purchasers, the within restrictive covenants, conditions, easements and restrictions hereinafter set forth,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the benefits mutually accruing, the above property is hereby encumbered with the following restrictive covenants, conditions and easements, which shall be construed as covenants running with the land and binding upon Developer, their heirs and assigns, and upon any purchaser or purchasers of said lots, their respective heirs, assigns or successors:

1. TERM OF COVENANTS AND AMENDMENTS. These covenants are to run with the land and shall be binding upon all parties and all persons claiming by, through or under them until January 1, 2030, at which time said restrictions shall be automatically extended for successive periods of ten (10) years each, unless the then owners of two-thirds (2/3) of the lots shown on the above-mentioned plats agree in writing to change said covenants, conditions and easements in whole or in part. Subject to other terms herein provided and Developer's amendment and waiver rights, these restrictions shall not be modified, amended or changed in any respect except upon written consent of the owners of two-thirds (2/3) of the lots shown on the above plats.

2. RESIDENTIAL USES. Except for the limited agricultural and equestrian uses provided for hereinafter, no lot shall be used except for residential purposes, and no building or structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family residential dwelling not to exceed 2½ stories in height and a private garage or other outbuilding incidental to the residential use of the property, provided, however, that such structure must have its exterior finished with essentially the same architectural style, design and quality of construction as the main residential dwelling. Furthermore, no garage or other permitted outbuilding shall ever be used for residential dwelling purposes.

DEED 69A - PG 458

3. AGRICULTURAL AND EQUESTRIAN USES. Agricultural and equestrian uses in the subdivision are governed by this paragraph. Lots 5, 7 and 8 are permitted to be used for the following purposes: (1) raising and maintaining beef cattle; (2) raising and maintaining horses; and (3) the training of horses and the teaching of horseback riding. Except as for the limited agricultural and equestrian uses allowed for these lots, no other lot shall be used for agricultural or equestrian purposes, including, but not limited to, commercial, poultry, livestock, dairy or hog farming. Nothing contained herein shall be construed to prohibit gardening for home consumption. Furthermore, notwithstanding the provisions of Paragraph 2, the owners of Lots 5, 7 and 8 are entitled to build a barn or barns and other outbuildings which may be appropriate in connection with the agricultural and equestrian uses permitted by this paragraph.

4. APPROVAL OF BUILDING PLANS. No dwelling, garage or other building shall be erected or placed on any lot until the plans, specifications, design, grade and location thereof have been approved in writing by Developer, their heirs and assigns or nominee. In the event that such approval or disapproval is not given within thirty (30) days after submission, approval shall not be required, but the proposed construction shall nonetheless comply with the terms and conditions specifically contained herein and shall also conform to and be in harmony with existing structures in Bridle Ridge. After construction is completed, any exterior alterations or additions thereafter made to any building or structure shall conform to the exterior design and architectural style of the existing structure. Developer may disapprove building plans for purely aesthetic reasons in their sole discretion. For purposes of approvals or other action required or permitted by the Developer, the act of either Stanley M. Pack or Gary R. Blackwell shall be binding action on behalf of the Developer.

5. SETBACK LINES. The building setback lines which appear on the recorded plats above referred to are adopted as the setback lines required in the subdivision, and no building or portion of a building shall encroach upon a setback line. For all lots, the side building setback line is fifteen (15') feet from the side property line.

6. SUBDIVISION OF LOTS. Except for the rights of re-subdivision reserved by the Developer, no lot shall be further subdivided, provided, however, an Owner may sell and convey any portion of a lot to an Owner of an adjoining lot provided that such sale does not result in the creation of another building lot or a greater number of lots than that shown on the recorded plats above referred to. Any lots or portions of lots combined with an adjoining lot shall be considered as one lot, and the restrictions set forth herein shall apply to the newly-created lot. Furthermore, Developer reserves to themselves the exclusive right to change or modify the lot lines on any unsold lots as they deem appropriate, including the possibility of creating additional lots. Such re-configured lots shall be subject to these restrictions as fully and completely as if they had been shown on one of the plats above referred to.

DEED 69A - PG 459

7. PROHIBITION OF ROADS AND ACCESS EASEMENTS. No portion of a lot shall be dedicated as a road or made subject to an easement in order to gain access to adjoining property.

8. MINIMUM SQUARE FOOTAGE. The minimum square footage requirement for residential dwellings shall be as follows:

- (a) For Lots Nos. 1, 2, 3 and 4, each single story dwelling shall contain a minimum of 1,800 square feet of enclosed heated floor space. On these lots, a 1½ story or 2 story dwelling is required to contain 2,000 square feet of enclosed heated floor space.
- (b) For Lots Nos. 5, 6, 7 and 8, each single story dwelling shall contain 1,600 square feet of enclosed heated floor space. On these lots, a 1½ story or 2 story dwelling is required to contain 1,900 square feet of heated floor space.
- (c) For purposes of this paragraph, "heated floor space" excludes garages, porches, basements and breezeways.

9. COMMERCIAL ACTIVITY PROHIBITED. Except as otherwise provided herein, no business, trade or other commercial activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. Each lot owner shall keep the yard and lawn neatly maintained and shall prevent the occurrence of unclean, unsightly or unkempt conditions which detract from the beauty of the neighborhood.

10. FACTORY BUILT STRUCTURES PROHIBITED. No mobile home, trailer, double wide mobile home or other similar factory built structure shall ever be placed or allowed to remain on any lot, either temporarily or permanently.

11. WRECKED AND UNLICENSED VEHICLES PROHIBITED. No inoperable motor vehicle, wrecked vehicle or motor vehicle not containing then current license plates may be kept on any lot unless in an enclosed, approved garage.

12. CONSTRUCTION MATERIALS. Concrete blocks, cement blocks, or concrete walls shall not be used above ground level in the construction of any residence unless the exterior of such is faced with brick, stucco or other approved building material. No asbestos shingles or asbestos siding shall be used for the exterior of any building constructed on any lot in said subdivision.

13. SEWERAGE. Sewerage shall be disposed of in accordance with the rules and regulations of the County of Spartanburg and the Department of Health and Environmental Control of the State of South Carolina.

DEED 69A - PG 460

14. TRASH RECEPTACLES. If garbage or trash is to be kept outside the dwelling area, each lot owner shall provide receptacles for such in a screened area or provide underground receptacles or similar facility. Such receptacles shall not be visible from the street.

15. FUEL TANKS. No fuel tanks or similar storage receptacles shall be visible from the street. They may be installed only within the main dwelling house, permitted building, screened area, or buried underground.

16. FENCING. Fencing out of PVC materials or wood is permitted. No barbed wire fencing shall be constructed on any lot except for Lot No. 8 and the rear of Lot No. 7.

17. UNDERGROUND UTILITIES. All utilities, including, but not limited to, electrical service, telephone, gas, outside lighting, cable TV, shall be buried underground.

18. SIGNAGE. No sign shall be displayed on any lot, except "For Rent" or "For Sale" signs which shall be not more than two (2') feet by three (3') feet in size, except that Developer reserves the right to use additional signs not covered herein for the purpose of marketing the property.

19. EASEMENTS RESERVED. Developer reserves an easement of five (5') feet inside each front, side and rear property line for purposes of drainage and installation, maintenance and repair of utilities. Lot No. 1 is subject to an easement for the location and maintenance of a sign for Bridle Ridge, which sign shall be maintained by the lot owners after Developer has completed its installation.

20. POND AND DAM RIGHTS AND OBLIGATIONS. The owners of Lots Nos. 5, 6 and 7 of Bridle Ridge shall have certain rights, privileges and obligations regarding the pond and dam as follows:

- (a) Such Owners, their guests and invitees shall have the right and privilege to use all areas covered by the water in the pond for boating, swimming and fishing.
- (b) Such Owners shall be responsible for the maintenance and upkeep of the pond and dam and shall share such expenses equally among them, i.e., the Owner or Owners of each lot paying a one-third (1/3) share thereof.

21. DEVELOPER'S AMENDMENT RIGHTS. Until the last lot is sold by the Developer, the Developer reserves full right and privilege to amend, add to and delete from these Restrictions any item which Developer, in its sole discretion, shall deem appropriate under the circumstances and do so without the necessity of the consent or approval of any other owner. After the last lot is sold, any changes, amendments, supplements or deletions from these Restrictions shall require the affirmative vote of two-thirds (2/3) of the owners of the lots shown on the plat above referred.

DEED 69A - PG 461

22. CONTINUED ENFORCEABILITY. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

23. ENFORCEMENT. If the parties hereto, or any of them, or their heirs or assigns shall fail to comply, violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in the development to prosecute any proceedings at law or in equity against the person or persons violating, failing to comply or attempting to violate any such covenant and either force compliance or prevent him or them from the violation or recover damages or other relief for such violation, at their sole option. In the event of litigation concerning the enforcement of these restrictions and covenants, the prevailing party shall be entitled to reasonable attorney fees from the offending party.

IN WITNESS WHEREOF, the undersigned has signed and sealed by its duly-authorized officer the within instrument on this 24 day of December, 1998.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Pamela D. Johnson
(First Witness)

Gary R. Blackwell (SEAL)
Gary R. Blackwell

Stanley M. Pack
(Second Witness)

Stanley M. Pack (SEAL)
Stanley M. Pack

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGEMENT

I, Pamela D. Johnson, a Notary Public for the County and State aforesaid, do hereby certify that Gary R. Blackwell and Stanley M. Pack personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official stamp or seal this 24 day of December, 1998.

Pamela D. Johnson
Notary Public for South Carolina
My Commission Expires: 10/12/2000

THIS DOCUMENT
MARGINAL
FOR IMAGING